

Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Willsboro, Town of and Town of Willsboro Highway/Public Works Department Unit, International Brotherhood of Teamsters (IBT), Local 294 (2011)**

Employer Name: **Willsboro, Town of**

Union: **Town of Willsboro Highway/Public Works Department Unit, International Brotherhood of Teamsters (IBT)**

Local: **294**

Effective Date: **01/01/11**

Expiration Date: **12/31/13**

PERB ID Number: **10098**

Unit Size: **8**

Number of Pages: **18**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

AGREEMENT BETWEEN
THE TOWN OF WILLSBORO, NEW YORK
AND
TEAMSTERS LOCAL 294,
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

JANUARY 1, 2011 – DECEMBER 31, 2013

PREAMBLE

This Agreement, entered into this 15th day of DECEMBER, 2011, between the Town of Willsboro (a public or government employer hereinafter referred to as "the Employer"), and Teamsters Local 294 affiliated with IBT (an employee organization hereinafter referred to as "the Union"), shall be in effect from January 1, 2011 to December 31, 2013. Collectively, the Employer and the Union are referred to as "the Parties." The terms "employee" and "employees" refer to employees of the Town of Willsboro who are members of the Union's bargaining unit.

This Agreement has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other terms and conditions of employment.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREOF, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Article I
Scope of Bargaining Unit

A. For the term of this Agreement, the Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, hours, and other terms and conditions of employment for all full-time employees of the Employer in the following classifications within the Employer's Highway/Public Works Department:

Heavy Equipment Operators
Automotive Mechanics
Maintenance
Water/Wastewater Operator
Assistant Water/Wastewater Operator
Deputy Town Superintendent of Highways

B. Excluded from this Agreement shall be the Highway/Public Works Superintendent and all part-time and seasonal employees of the Employer's Highway/Public Works Department, and such other employees of that department in such other job classifications within that department as may qualify as a managerial or confidential employee

C. It is understood and agreed that:

1. The Employer has in the past contracted and subcontracted certain work and services for and on its behalf, and the Union agrees not to interfere with or make complaint about such future practice with respect to work or services of a kind or nature previously contracted or subcontracted and/or for work or services the Parties mutually agree may be contracted or subcontracted.

2. The Highway/Public Works Superintendent, and/or part-time and/or seasonal employees, have in the past performed certain work and services for and on behalf of the Employer, and the Union agrees not to interfere with or make complaint about such future practice with respect to work or services of a kind or nature previously performed by the Highway/Department of Public Works Superintendent and/or part-time employees and /or seasonal employees, and/or for work or services the Parties mutually agree may be contracted or subcontracted.

3. In the event of any Union concerns about the contracting out of specific work and services, Sections 1 and 2 above shall not preclude the Union from raising those concerns at an Article XIX Labor-Management Conference called for the purpose of improving the relationship between the Parties;

4. The Highway/Public Works Superintendent, and both part-time and seasonal employees, and any managerial or confidential employees may be used by the Employer in future to complement the work of bargaining unit members, but not replace it; and

5. Incidental tasks related to the regular duties of an employee's job classification and/or the duties of his/her position are not always stated in a job description; nevertheless, it is intended that these incidental tasks shall be performed by the employees as required.

D. In the event of any lay-offs within the Employer's Highway/Public Works Department any part-time and seasonal employees of the Department shall be laid off first.

Article II Union Security

A. Payment of Dues:

1. All employees of the Employer who are members of the bargaining unit and members of the Union, or who desire to join the Union, shall tender the monthly membership dues to the Union by signing an authorization for payroll deduction of Union dues in a form prepared by the Union and approved by the Employer.

2. The Employer agrees: (a) to deduct union dues from the paychecks of all Union members covered by this agreement who have on file with it a signed and effective authorization for payroll deduction of union dues; and (b) to remit same to the Union, at the address it may from time to time designate in writing, at the end of each month for which such deductions are made.

3. The Union shall certify in writing to the Employer, and keep current: (a) the names of the Employer's employees who have signed an effective payroll deduction of Union dues form; (b) the amount of Union dues to be deducted for each of them; and any change thereof; and (c) the name and mailing address of the designated financial officer of the Union to whom payroll deductions shall be remitted.

4. The Union agrees to indemnify, save, and hold harmless the Employer and/or its members of the Town Board, officers, employees, independent contractors, agents, and/or designees from and against any and all claims, demands, suits, and/or other forms of liability,

and all court costs arising there from and/or related thereto, that may arise out of or by reason of any action taken or not taken by the Employer in reliance upon Union dues deductions authorizations and/or certifications furnished by the Union and/or its designee(s), and/or any person or entity purporting to act on behalf of the Union and/or its designee(s).

Article III Union Stewards

The Employer recognizes the right of the Union to designate one (1) Steward and one (1) Alternate Steward from the Employer's bargaining unit seniority list. The Union shall notify the Employer promptly, in writing, of the names of Steward and Alternate Steward, and shall keep such notice current. The authority of said Stewards so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of this Agreement. To the greatest extent possible, the time spent investigating grievances shall be time outside of the work day. Where it is necessary to conduct such investigations during the work day, the Steward or Alternate Steward, as the case may be, shall notify the Highway/Public Works Superintendent and obtain his/her permission prior to each period of proposed investigative time during the workday. All approved investigative time shall be considered as time worked by the Steward or Alternate Steward for pay purposes. Grievances shall be heard during workdays, and such grievance-related time shall be considered time worked by the Steward or Alternate Steward for pay purposes.
2. The collection of dues when authorized by appropriate Union action.
3. The transmission of such messages and information as shall originate with, and are authorized by the Local Union or its officers. The time spent in such communications shall be reasonably related to the nature and extent of the information to be communicated and the Steward or Alternate Steward shall limit such time so that it does not interfere substantially in the performance of departmental work.

Article IV Seniority

A. The Employer recognizes the principle of seniority.

B. Accrual of Seniority.

1. Employees employed by the Employer at the time of the execution of this Agreement shall be placed on a seniority list based on their Town seniority as of January 1, 2011, i.e., based on their date of hire and continuous service with the Employer to January 1, 2011.

2. New employees in the bargaining unit shall have no seniority during the period of their civil service probationary period. Upon their successful completion of such probationary period, they shall be granted seniority measured from their date of hire.

3. Subject to the foregoing, seniority shall accrue and be determined in accordance with length of continuous employment with the Employer within the bargaining unit.

C. Loss of Seniority

1. Except as otherwise provided, a bargaining unit employee's record of continuous service shall be broken by absence from work for any continuous period of twelve (12) months or more, suspension, layoff, resignation, discharge for just cause, and/or retirement.
2. In the event an employee is injured on the job and is collecting workers compensation benefits his/her record of continuous service will not be deemed broken unless the employee is continuously absent from service for a period of twenty-four (24) months or more.
3. If any employee out of service for any of the foregoing reasons, except discharge for just cause and/or retirement, shall return to work in his/her former capacity within the twelve (12) or twenty-four (24) month periods above, the break in service shall be removed from his/her seniority record.

Article V

Work Days and Hours; Lunch and Rest Breaks

A. Work Days/Work Week.

1. The regularly scheduled work week shall be Monday through Friday, eight (8) hours per day, for a total of forty (40) hours per week.
2. The regular hours of work each regularly scheduled work day shall be from 6:00 AM until 2:30 PM, except that the Employer may adjust the regularly scheduled work hours, at which time the work day shall be from 7:00 AM until 3:30 PM.
3. Nothing in this provision shall restrict the Employer from setting other daily and/or weekly working hours in emergency or other circumstances involving coordination with the work of other public entities and/or independent contractors, considerations of public safety and/or the protection/preservation of property.
4. On reasonable notice to the Union, the Employer may implement work shifts, which shall not necessarily be those hours set forth in Section A.2 above.

B. Lunch and Break Periods.

1. The lunch period for bargaining unit employees shall be one-half (1/2) hour. It shall be unpaid, unless the employee(s) is/are required to perform the Employer's work during the lunch period at the express direction of the Employer.
2. There shall be one (1) fifteen (15) minute paid rest break period during each work day.

3. Nothing in this Agreement shall require employee lunch and break periods to be scheduled for all bargaining unit employees at the same time. The Employer reserves the right to schedule lunch and break periods for employees individually. Provided, however that the Employer will make good faith efforts to schedule break periods in the first half of the workday and employee lunch breaks in the period 11:00 AM to 1:00 PM.

Article VI

Wages; "Comp Time"; Longevity Pay

A. Straight-Time Wages.

Effective January 1, 2011, the straight-time wages of employees shall be those hourly wages in effect as of the close of business December 31, 2010.

B. Straight-Time Wage Increases.

Effective January 1, 2011: 2%

Effective January 1, 2012: 1%

Effective January 1, 2013: 1%

C. Over-Time Wages/"Comp Time".

1. After forty (40) hours per week, employees shall be paid at the overtime rate of one and one-half (1/2) times the employee's straight time wage, prorated.

2. At the time of the execution of this Agreement, the Employer shall provide a list of employees' accrued and unused "Comp Time", computed in accordance with the Employer's policies, and those "Comp. Time" accruals shall be paid at the individual employees' straight time rates then in effect. Thereafter, there will be no "Comp. Time" accruals. Overtime will be paid at overtime rates.

D. Longevity Pay

On the first payday following a bargaining unit employee's below-listed anniversary of his/her continuous employment with the Employer, the employee shall receive the following one-time longevity payment:

5 th Anniversary	\$250.00
10 th Anniversary	\$350.00
15 th Anniversary	\$500.00
20 th Anniversary	\$800.00
25 th Anniversary	\$1,000.00

Article VII
Uniforms; Safety; Allowances

A. The Employer will provide clothing (uniforms) to all full-time bargaining unit employees. Such uniforms shall be worn during all work hours.

B. All full-time employees shall be reimbursed up to One Hundred and Fifty Dollars (\$150.00) per calendar year for their purchase of safety-toed shoes and other safety related items, such as safety glasses. Such reimbursements shall be made only upon presentation of a valid purchase receipt.

Article VIII
Holidays

A. The following days shall be recognized and observed as paid holidays:

- Employee's Birthday
- New Years Day
- Martin Luther King's Birthday
- Presidents' Day
- Good Friday (1/2 day)
- Memorial Day
- Fourth of July
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

B. When any of the above holidays falls on a Saturday, the preceding Friday shall be designated as the paid holiday. When any of the above holidays falls on a Sunday, the Monday following the Sunday holiday shall be designated as the paid holiday.

C. If an employee is required to work the whole or part of any holiday, such employee shall be paid time and one-half (1/2) for hours worked.

Article IX
Vacation Time

A. Vacation Scheduling.

1. All employees are encouraged to make full use of their vacation days off work in the calendar year in which they become entitled to use them.

2. To the extent that the work to be performed permits, vacations shall be granted by the Employer for the vacation period requested by the individual employees. All

employees must schedule at least fifty per cent (50%) of their vacation time for the calendar year not later than the last day of February of the calendar year for which they request vacation. In cases of conflict of scheduled vacation dates, the employee with the greatest seniority shall be given first priority.

B. Vacation Credits

1. Employees employed by the Employer at the time of the execution of this Agreement shall retain their unused vacation accruals on record as of December 31, 2010. For the purpose of this subsection, the term "on record" shall be that schedule of employee vacation credit accruals agreed upon by the Employer and the Union not later than the signing of this Agreement by their respective representatives, which schedule shall be attached hereto and made a part hereof.

2. Beginning January 1, 2011, employees employed as to that day shall earn vacation credits at the following rates:

- a. After One (1) Year of Service: 5 paid days.
- b. After Two (2) Years of Service: 10 paid days.
- c. After Five (5) Years of Service: 15 paid days.
- d. After Ten (10) Years of Service: 20 paid days.
- e. After Twenty (20) Years of Service: 25 paid days.

3. Employees employed after January 1, 2011 shall earn vacation credits only to a maximum of twenty (20) days.

4. Vacation credits shall be granted on January 1 of each calendar year, based on the period of the employee's service in the previous year. In the event the employee has served less than a full calendar year in the previous year, his/her vacation credit shall be calculated pro-rata.

C. Vacation Use

1. Vacation credits shall be used in one-half (1/2) day increments.

2. Vacation credits must be used no later than December 31 of the year following the year in which they were earned. If not used at that time, the employee's vacation accruals will stop, until such time as he/she uses his/her excess accruals, at which time his/her accruals will resume.

D. Work On Vacation Days

If an employee is required to work the whole or part of any scheduled vacation day, such employee shall be paid time and one-half (1/2) for hours worked

Article X Sick Days

A Employees employed by the Employer at the time of the execution of this Agreement shall retain their unused sick day accruals on record as of December 31, 2010. For the purpose of this subsection, the term "on record" shall be that schedule of employee sick days agreed upon by the Employer and the Union not later than the signing of this Agreement by their respective representatives, which schedule shall be attached hereto and made a part hereof.

A. Effective January 1, 2011:

1. Five (5) sick leave days will be credited on January 1, 2011 and each calendar year thereafter, to a maximum of ninety (90) accrued and unused paid sick leave days.

2. All sick leave accruals shall be pro-rated for the year in which they are granted. If an employee is hired during a calendar year, or if he/she works for only part of a calendar year, he/she shall be liable for repayment of any pro-rated overage.

3. Sick leave shall accrue only for those days an employee is on the job, in pay status.

4. At retirement, employees with accrued and unused sick leave shall be paid for his/her accrued and unused sick leave at one-quarter (1/4) his/her straight-time wage rate, to a maximum of ninety (90) days.

B. Doctors' Certificates:

1. A doctor's certificate may be requested:

(a) For an employee's absence from work for three (3) or more days; and/or

(b) In instances of a pattern or other evidence of sick leave abuse.

C. When a doctor's certificate has been requested, the employee may not return to work until he/she presents a doctor's certificate in a form and with content satisfactory to the Highway/Public Works Superintendent.

Article XI
Personal Days

A. Personal Day Accruals

A. Employees employed by the Employer at the time of the execution of this Agreement shall retain their paid personal day accruals on record as of December 31, 2010. For the purpose of this subsection, the term "on record" shall be that schedule of employee personal days accruals agreed upon by the Employer and the Union not later than the signing of this Agreement by their respective representatives, which schedule shall be attached hereto and made a part hereof.

1. Beginning January 1, 2011, employees shall accrue personal days at the rate of three-quarters ($3/4$) day per full calendar quarter, to a maximum of three (3) days per year.

2. New employees shall earn paid personal day accruals upon the successful completion of their probationary period, at which time they shall be credited with personal days beginning with their first day of employment.

B. Personal Day Use.

1. Personal days, to a maximum of those accrued, may be used by the employee only for the conduct of personal matters that can not otherwise be conducted outside the employee's normal work hours. If the employee gives the Highway/Public Works Superintendent not less than five (5) working days written notice of his/her intent to take a Personal Day, the employee shall not be required to give any reason for the request. Otherwise, Personal Days may not be used without the Highway/Public Works Superintendent's approval, on at least twenty-four (24) hours notice, with such notice to include the reason(s) for the employee's request. Approval of requests for personal days shall be in the sole discretion of the Highway Superintendent. In cases of personal emergency, based on the reason(s) given, the Highway Superintendent may waive the twenty-four (24) hour requirement.

2. On December 31 of each calendar year, an employee's unused personal days earned in that year shall be converted to sick days and carried forward into the succeeding calendar year.

C. Personal Day Loss.

If an employee leaves the employment of the Town, for any reason, he/she shall lose all accrued and unused personal days. Should the employee return to Town employment, he/she shall begin accumulating personal days in accordance with Part A above.

Article XII
Bereavement Leave

A. Employees will be permitted to use a maximum of three (3) consecutive calendar days (not necessarily work days), commencing the calendar day after the death, as bereavement leave, without loss of pay or accumulated benefits, for each death in the employee's immediate family. The term "immediate family" is defined as: spouse, domestic partner, children, father, mother, father-in-law, mother-in-law, grandfathers, grandmothers, brothers, sisters, grandchildren, or any person who is a permanent resident in the household of the employee). Employee should notify the Highway/Public Works Superintendent, or their supervisor, as soon as possible of their need for a leave.

B. At the request of the employee, for good and sufficient reason(s), the Highway/Public Works Superintendent may change the date of commencement of Bereavement Leave and/or the requirement that the Bereavement Leave days be consecutive.

Article XIII
Jury Duty/Appearance As Witness

A. Jury Duty:

1. If an employee is called to jury duty, he/she will be excused from work for such time as may be necessary to fulfill his/her jury duty obligations. Employees shall return to work on any day(s) they are released from jury duty prior to the end of their regularly scheduled working hours.

2. During the employee's absence, his/her pay will continue at straight-time rates. Jury duty time and pay will not be included in the determination of whether an employee is entitled to overtime rates of pay for hours worked following his/her return from jury duty.

3. Any compensation an employee receives for jury duty service for which the employee receives compensation by the Employer shall be paid to the Employer by the governmental entity or the employee, as the case may be.

B. Appearance As Witness

In the event that an employee is called to appear as a witness in any court, arbitration and/or other such proceeding relating to the Employer's business and/or alleged acts or failures to act, the employee shall be excused from work for such time as may be necessary to fulfill his/her obligations as a witness. The employee shall endeavor to limit the time he/she is absent from work. During the employee's absence, his/her pay will continue at straight-time rates. The time required by the employee to appear as a witness will not be included in the determination of whether an employee is entitled to overtime rates of pay for hours worked following his/her return to work.

Article XIV
Health Insurance

A. The employer shall continue with the health insurance plan, or one that is equivalent or substantially comparable to the plan in existence at the time of the execution of this Agreement.

B. The Employees who participate in the health insurance plan shall contribute to the payment of their health insurance premiums as follows:

1. Employees hired prior to the execution of this Agreement: 10% per annum, except that in the first year of employment they shall contribute 30% per annum, and in the second year of their employment they shall contribute 20% per annum.
2. Employees hired subsequent to the execution of this Agreement: 15% per annum, except that in the first year of employment they shall contribute 30% per annum, and in the second year of their employment they shall contribute 20% per annum.

C. An employee may decline health insurance coverage if he/she has equal or better coverage elsewhere. He/she must submit to the Supervisor a notarized waiver (effective 12 months) no later than November 10th of the year prior to the year the waiver is to be in effect. He/she will be paid \$2,000.00 each year health insurance benefits have been waived. Reimbursement will be made at the last pay period of November of the year for which health insurance benefits have been waived.

D. Retired Employees.

1. The term “retired employees” shall refer to those individuals who qualify for and receive retirement benefits from the New York State Retirement System.
2. Retired employees employed by the Employer for a period of ten (1) years or more full-time will be granted medical benefits based on the health insurance benefits offered to the Employer’s full-time employees at the time the retired employee begins receiving benefits from the New York State Retirement System. Retired employees who receive health insurance pursuant to this section shall contribute to the payment of their health insurance premiums as follows:

<u>Period of Service</u>	<u>Premium Contribution</u>
With ten (10) years of Town service:	50%
With fifteen (15) years of Town service:	25%
With twenty (20) years of Town service	0%

Article XV
Worker's Compensation Insurance

- A. All employees shall be provided with workers compensation insurance coverage under the provisions of the then current Workers' Compensation Law of the State of New York, with the full cost of such coverage to be paid by the Employer.
- B. Employees may use accumulated sick leave to pay the difference between the workers' compensation benefit and their regular weekly straight-time wages for the period of the employee's absence.

Article XVI
Safety; Licensing;
Reporting On-The Job Injuries

- A. All employees will participate in safety programs organized by the Town, wear protective clothing, and use protective clothing, equipment, and/or devices provided by and/or paid for, in whole or in part, by the Town.
- B. Willful violation of Town safety rules and/or practices shall be cause for disciplinary action.
- C. Employees who are required to possess a valid New York State driver's license sufficient for the performance of their job specification(s) must maintain a valid license for the performance of their job specification(s) through-out the course of their employment. The loss or suspension of such valid license for any reason must be reported immediately, by the employee and/or any other employee having knowledge thereof, to the Highway/Public Works Superintendent. Failure to report such loss or suspension shall be grounds for termination. Verification of such licenses may be randomly requested in the discretion of the Highway Superintendent.
- D. All injuries, accidents, and/or property damage sustained while on the job, no matter how small, shall be reported to the Highway/Public Works Superintendent immediately, and in no event later than within twenty-four (24) hours of occurrence. Employees shall complete all necessary forms and submit them, promptly as directed by the Employer.

Article XVII
Discipline

- A. Disciplinary action may be taken for bargaining unit employee misconduct or incompetence, whether on or off the job, during or outside of working hours, including but not limited to violation of the Employer's policies.
- B. Such actions may include, but are not limited to: oral reprimand, written reprimand, suspension, and/or discharge. In determining the nature and severity of the disciplinary

action, the Employer will take into account the employee's work record and the nature and seriousness of the misconduct or incompetence.

C. Employee counseling, whether oral or written does not constitute discipline.

D. A record of employee counseling or discipline shall be maintained in the employee's personnel file. Upon the employee's request, they may be removed in the Employer's discretion.

Article XVIII Resolution of Differences

A. Labor-Management Conferences

Conferences between one (1) or more representatives of the Employer and one (1) or more representatives of the Union on important matters, which may include the discussion of procedures for avoiding future grievances and other methods for improving the relationship between the Parties, will be arranged between the Parties upon the written request of an authorized representative of either Party. Arrangements for such meetings shall be made in advance, and shall be held at reasonable hours as mutually agreed by the Parties. The Parties will endeavor in good faith to conduct such meetings at times and in places that will have the least impact on the work of the Department. Employees acting on behalf of the Union shall suffer no loss of time or pay should such meetings fall within their regular work hours.

B. Grievance Procedures

1. General Principles.

- a. A grievance is any claimed violation of a specific term or provision of this Agreement.
- b. The resolution of grievances at the earliest possible stage is encouraged.
- c. Employees shall have the right to present grievances in accordance with this procedure free from coercion, interference, restraint, discrimination or reprisal.
- d. Employees shall have the right to be represented at any stage of the grievance procedure by a Union representative as hereinafter provided.
- e. It shall be the responsibility of the Employer and the Union to take such steps as may be necessary to give force to this procedure.
- f. The function of these procedures is to promote equitable and proper treatment under the existing Agreement and the Employer's rules, regulations and policies. They are not to be used to change such

Agreement, rules, regulations and/or policies, or for establishing new ones.

- g. The Parties recognize the importance of timeliness in the resolution of grievances and commit themselves to acting within the time limits for the processing of grievances that are set forth herein.

2. Three-Step Grievance Procedure.

A grievance which arises between the Parties involving the application or interpretation of this Agreement shall be resolved in the following manner:

- STEP 1. Informal Stage: The Steward or Alternate Steward, with or without the employee present, shall orally present such grievance to the Highway Superintendent within five (5) calendar days of the alleged violation or within five (5) calendar days of when the employee knew or reasonably should have known of the alleged violation. In no event shall any grievance be processed that is presented more than thirty (30) calendar days from the date of the alleged violation. The Highway Superintendent or his/her designee, shall attempt to resolve the grievance informally within ten (10) calendar days of receiving the grievance.
- STEP 2: Formal Stage: (a) If the grievance is not resolved informally within ten (10) calendar days, the Steward or Alternate Steward, with or without the employee present, may appeal the grievance in writing to the Employer's Town Board. (b) Within thirty (30) calendar days after receipt of the Union's appeal, the Town Board shall render a written decision.
- STEP 3: If the Union disagrees with the Town Board's decision, it may, within five (5) calendar days from receipt of such decision, submit the grievance to arbitration pursuant to the procedures of the Public Employment Relations Board.

3. Arbitration

- a. Within the time limit set for a Step 3 submission to arbitration, the new York State Public Employment Relations Board shall be requested by either Party to provide a panel of arbitrators in accordance with its rules of procedure.
- b. The arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument, or, where applicable, his/her receipt of post-hearing briefs.
- c. The decision of the arbitrator shall set forth his/her findings, reasoning, and conclusions on the issues(s) submitted. It shall be final and binding on the Parties.

- d. No arbitrator shall have any power to amend, modify, and/or delete any provision(s) of this Agreement, nor shall he/she have any power to rule on the legality or illegality of any provision(s) of this Agreement.
- e. The expenses of the arbitrator's services and proceedings shall be borne by the Party against whom the decision is rendered.
- f. Each Party shall be responsible for compensating its own representative(s) and witness(es).
- g. If a Party desires a stenographic record of the proceedings, it may cause such a record to be made, and it shall bear all of the costs of such record. If both Parties desire a stenographic record, they shall bear the costs equally.

Article XIX Prohibition of Strikes

A. Neither the Union nor any of its members covered hereunder, nor any person or entity acting on its or their behalf, shall engage in any strike against the Employer and/or cause, instigate, encourage, or condone any such strike. Any violation of this no-strike pledge shall be subject to all of the sanctions and penalties provided in Section 210 of the Civil Service Law and such other provisions of law as may apply.

B. The Union affirms that the provision of its "no-strike" pledge shall apply to all of its members, and to each of them, individually.

Article XX Management's Rights

Except as expressly limited by other provisions of this Agreement, all of the authority, rights, and responsibilities possessed by the Employer are retained by it, including, but not limited to, the right to determine its mission, purpose, objectives and policies, including any code of ethics; to determine the facilities, methods, means and number of personnel required for the performance of its work; to select, recruit, hire, appraise, train/cross-train, evaluate, lay off, promote/demote, and to determine qualifications of its employees, including residency requirements; to assign/cross-assign and/or transfer employees; to direct, deploy, utilize the work force; to establish and implement safety policies and practices; to decide the number and location of its businesses and service operations; to decide the business and service operations to be conducted and rendered; and to maintain order and efficiency in all its departments and operations, including the right to discipline employees.

Article XXI Affirmations

The Parties, by their representatives, affirm that they have negotiated collectively and in good faith with one another; that the Union has been recognized as the sole collective bargaining agent of the employees; that they have bargained to determine the salaries and the terms and conditions of employment of the employees and that they each voluntarily enter into this written agreement, intending to be bound thereby.

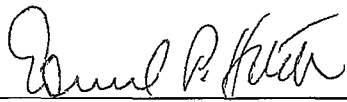
Article XXII
Duration

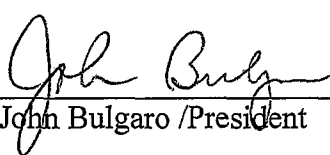
This Agreement shall become effective January 1, 2011 and shall terminate at the close of business December 31, 2013.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

THE TOWN OF WILLSBORO

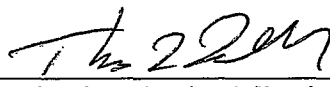
TEAMSTERS LOCAL 294

BY: 
Supervisor

BY: 
John Bulgaro /President

Date: December 15, 2011

Date: December 19, 2011

BY: 
Thomas L. Quackenbush/BusinessAgent

Date: December 19, 2011

Vacation, Personal Leave, and Sick Leave
Schedules As Of December 31, 2010
(Personnel Policies Articles 6, 7, and 9)

<u>Employee</u>	<u>Accrued Vacation</u>	<u>Accrued Personal Leave</u>	<u>Accrued Sick Days</u>	<u>Carried Forward</u>
Blanchard, S	0	28.5	112.0	90.0*
Crowningshield, T	0	6.5	24.0	30.5
Jacques, N	0	17.0	33.0	50.0
King, A	0	4.0	6.0	10.0
Marsha, P	0	11.0	56.0	67.0
Murphy, R	0	60.0	111.0	90.0*
Palmer, J	0	7.5	15.0	22.5
Stoker, T	0	27.0	33.5	60.5

* Subject to 90-Day Maximum